

*Contract no. 1248*

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BOROUGH OF MANASQUAN

AND

MANASQUAN BOROUGH MUNICIPAL EMPLOYEES ASSOCIATIONS

1990 - 1991

## ARTICLE I

### PREAMBLE

This Agreement between the Borough of Manasquan, hereinafter referred to as the "Borough" and the Municipal Workers Association, hereinafter referred to as the "Association" has as its purpose the improvement and promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the amicable resolution of all differences, disputes, and grievances; and the establishment and determination of rates of salaries and wages, fringe benefits, hours of work and other terms and conditions of employment.

## ARTICLE 2

### RECOGNITION OF ASSOCIATION

The Borough recognizes the Association as the sole representative and bargaining agent for the purpose of collective negotiations to establish salaries, wages, fringe benefits, hours of work, and other terms and conditions of employment for all employees, including provisional employees, in the Association.

#### INCLUDING:

All the Blue Collar Workers employed by the Borough as laborers, equipment operators, mechanics, water and sewer repairmen, Senior Parks, Street and Water Department.

#### EXCLUDING:

All other employees of the Borough of Manasquan.

## ARTICLE 3

### ASSOCIATION ACTIVITY

Section 1. The Borough and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and further, that there shall not be any discrimination or coercion against any employee because of association membership or non-membership.

Section 2. Employees shall have the right to erect and maintain a bulletin board in a conspicuous place for their own use. The location of the bulletin board shall be subject to the approval of the Superintendent of Public Works.

Section 3. The Borough agrees to allow the members of the Association to conduct Association meetings on Borough premises with approval of the Superintendent of Public Works. The Association shall provide 24 hours advance notice of the meeting and the meetings shall not be held during regular working hours. The notice shall be provided to the Superintendent of Public Works and to all other employees.

## ARTICLE 4

### EQUAL TREATMENT-NON DISCRIMINATION

The borough and the Association agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or Association membership or non-membership.

The Borough also agrees that no employee shall be subjected to harassment, and that every employee shall be treated within the accepted standards of decency, courtesy and respect.

## ARTICLE 5

### RIGHTS OF INDIVIDUALS

Nothing contained in this Agreement shall abridge the rights of the Borough, its agents, and employees, under the Laws of the State of New Jersey.

## ARTICLE 6

### MANAGEMENT RIGHTS

It is mutually understood and agreed that the Borough has the prerogatives of management in the direction of the employees including, but not limited to, the rights of hiring; suspending; laying off; discharging for proper cause; promoting; transferring; assigning or reassigning; or scheduling so as to determine the standards of selection for employment; of maintaining the efficiency of its operation and technology of performing its work; establishing contracts of sub-contracts for Borough operations, provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members; of determining the methods, means, and personnel by which its operations are to be conducted; of determining the content of job classifications, subject to Civil Service regulations and other applicable law or provisions of this Agreement.

## ARTICLE 7

### WORK RULES

The Borough shall establish reasonable and necessary rules of work and conduct for employees and these rules shall be duly and conspicuously posted. All work rules shall be equitably applied by the Borough.

## ARTICLE 8

### GRIEVANCE PROCEDURE

Section 1. General. A "Grievance" shall mean a complaint by an employee(s) that there has been a misinterpretation or violation of policies, agreements or an administrative decision affecting them.

Section 2. Exceptions to Grievance Procedure. This procedure shall not serve in lieu of processes which must be followed in accordance with New Jersey Laws or regulations promulgated therein.

Section 3. Procedure to be Followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Step 1: An employee shall, within twelve (12) working days, verbally present and discuss a complaint with his immediate supervisor or shift supervisor on an informal basis. In the event the matter is not resolved informally, the grievance may submit his grievance in writing within ten (10) days of the occurrence to that immediate supervisor who shall hear the grievance. The grievant may be represented by the Association.

Step 2: If the grievant is dissatisfied with the disposition of the grievance by the immediate supervisor, the grievant shall first present the grievance to the head of the Association, who shall indicate in writing that the Association agrees or disagrees with the desire of the grievant to proceed to the next step of the grievance procedure. The grievant may proceed with the grievance procedure, with or without the approval of the Association, by presenting the grievance in writing within five (5) days to the Superintendent of Public Works or his designee. Both the employer and the employee shall have the opportunity to present witnesses and pertinent records in order to dispose of the grievance. The grievant may be represented by the Association.

Step 3: If the employee is not satisfied with the decision of the Superintendent of Public Works at the second step, the grievance shall be placed in writing, signed by the employee and presented to the personnel and Public Works within three (3) working days after the date of the decision by the Superintendent of Public Works. The Chairpersons of the Personnel, Public Works shall within fifteen (15) days of the receipt of the written grievance arrange a meeting with the employee and his representative. The Mayor and Council shall give the employee a written answer to his grievance within three (3) working days after the date of such meeting. Alternatively, the Mayor and Council may review the written grievance of the employee and the written decision of the Superintendent of Public Works within fifteen (15) working days of the receipt of the grievance from the employee in lieu of arranging a meeting with the employee and his representative. In this event, the Mayor and Council shall give the employee a written answer to the grievance within three (3) working days after the date of the review aforesaid. If the grievance is not settled at Step 3 of this procedure, the Employee may elect to proceed through Civil Service or Step 4 of this grievance procedure. Upon electing to proceed through either the Civil Service procedure or Step 4 of this grievance procedure, the choice of the employee shall then become exclusive in nature and he cannot avail himself at a later time of the procedure not used by him to settle a grievance.

Step 4: If the grievance is still unsettled, the Association may within fifteen (15) days, after the reply of the Mayor and Council is due, by written notice to the Mayor and Council, require arbitration through PERC or the State Board of Mediation. The Arbitration proceedings shall be conducted by an Arbitrator to be selected by the Borough and the Association within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the state mediation service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Borough and employee shall have the right to strike two names from the panel. The Borough shall strike the first name, the employee then strikes one name etc., and the name remaining shall be the arbitrator. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for arbitrator's services and the proceedings shall be borne equally by the Borough and the grievant. It is understood by and between the parties hereto that the decision of the Arbitrator shall be binding upon the parties.

Section 4. Representation. In using the grievance procedure established herein, an employee is entitled at each step to be represented by his Association representative or an attorney of his own choosing, but not by both.

Section 5. Notification to Union. A copy of every grievance filed pursuant to Steps 2,3, and 4 shall be filed by the grievant with the Association.

## ARTICLE 9 DISCIPLINE

### Section 1.

A. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based upon a layoff or other operational judgment of the Borough shall not be construed to be discipline. Just cause for discipline up to and including removal shall include, but not be limited to, the cause set forth in Civil Service Rule 4:1-16.9.

B. Where the Borough and/or its designee imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. The notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

C. Misconduct. In the event a formal charge of misconduct is made by the Borough against an employee, the employee shall be entitled to have an Association representative as a witness or as an advisor during the subsequent interrogation of the employee concerning said charge. No recording of such procedure shall be made without notification of the employee. There shall be no presumptions of guilt. The employee and/or the association, if present, may request and receive a copy of any recordings made of the hearings.

D. Any disciplinary matter of less severity, (e.g. reprimand, suspension of not more than five (5) days, or fines not more than five (5)

days pay) than those from which appeal may be made to the Civil Service Commission may be subject of an appeal filed through the grievance procedure. The employee may be represented at such proceedings by Association officials or legal counsel. The Superintendent of Public Works or his designees, shall render a written decision and such decision shall be final.

#### ARTICLE 10 SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Borough beginning with his latest date of hire as a provisional or permanent employee. A newly hired employee shall be considered probationary and without seniority.

B. An employee shall be considered to have Borough seniority as of the date of hire with the Borough. Seniority shall accumulate until there is a break in the employee service.

C. An employee shall be considered to have job classification seniority from the time the employee is certified to the position or title classification by the Civil Service Department. Job classification seniority shall accumulate until there is a break in the employee service.

D. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off, provided however, job classification seniority, accrued prior to lay off, shall be continued upon recall and reemployment. Seniority determination for an employee reemployed from regular reemployment list shall begin as of the date of reemployment, except that, when determining the order of layoff or demotion, ties or equal seniority will be broken by consideration of the period of permanent employment prior to the break in service.

E. In the case where an employee is promoted but does not successfully complete the probationary period, he may return to his previous job classification without loss of job classification or Borough seniorities.

F. Seniority shall be given preference in promotions, demotions, layoffs, recalls, vacation schedules. When ability to perform work and physical fitness are considerations in any of the aforementioned, the Borough shall make the final determination.

#### ARTICLE 11 EMPLOYMENT POSTINGS

Notices of all job vacancies shall be posted by the Borough, whenever possible, on employee bulletin boards throughout the various work areas fifteen (15) calendar days in advance of the closing date for filling the vacancy. The notices will contain: the job classification, a description of the work, the place of employment, the rate of pay and the hours of work. All permanent employees of the unit shall be given the chance to apply in writing to the Borough to fill these job opportunities.

#### ARTICLE 12 SALARY

The wage guides for the affected class and category of workers for the period commencing January 1, 1989 through June 30, 1990 shall be attached and referred to as Appendix A.

the wage appendix as attached shall be pursuant to the specifications of the memorandum of agreement reached between the parties.

Section 2. All regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period except appointments from regular or special reemployment lists or appointments to a comparable or lower class title in lieu of layoff.

The purpose of the working test period (probationary period) is to enable to the appointing authority to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent status.

The working test period shall not include any time served by an employee under provisional, temporary or emergency appointment, but shall commence with the date of beginning work after regular appointment and extend over a period of three (3) months.

Two written evaluations will be completed which accurately describe the probationer's job performance. Each evaluation is to be signed by both the supervisor and the probationer with space permitted for comments made by the probationer.

If the conduct and/or performance of the probationer is unsatisfactory, the appointing authority shall give written notice to the probationer and the Department of Civil Service that the services of the probationer will be discontinued and the reasons for such action. Such notice shall be made on or before the expiration of the working test period. All Civil Service Rules and Regulations will apply.

If the employee satisfactorily completes the working test period, the employee shall become eligible for an increase in salary based on the percentage of salary increase earned by the Blue Collar Workers and Police Dispatcher Unit for the calendar year in which the working test period is completed.

The prescribed waiting period for all employee benefits begins with the probationers date of hire. All Borough sponsored benefits, except health and dental insurance programs, shall be effective at the satisfactory conclusion of the working test period. In the event an employee is eligible for health and dental insurance programs, the benefits shall be subject to eligibility period set forth in such insurance contracts.

#### ARTICLE 13 HOLIDAYS

Section 1. The Unit members shall be entitled to thirteen paid Holidays during the term of this contract. Holidays are listed as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Election Day
Independence Day	Good Friday
Labor Day	

Section 2. If one of the above Holidays falls on a Saturday, employees shall have the preceding Friday off. If one of the above

holidays falls on a Sunday, employees shall have the following Monday off.

Section 3. The observance of any holiday may be adjusted to another date by mutual consent of the Borough and the Association. The party seeking to adjust a holiday date shall provide the other party with not less than three (3) weeks advance notification should it wish to discuss the observance of any holiday on an adjusted date.

Section 4. When an employee is required to work on any of the thirteen (13) holidays listed above, he shall be paid at the normal hourly rate of pay of said employee, plus one day holiday pay.

#### ARTICLE 14 HOURS AND OVERTIME

Section 1. The Municipal Workers Unit work week shall consist of eight (8) hours per day, forty hours per week and shall consist of Monday through Friday, except Water Plant Employees shall work every other Sunday for which they shall receive a ten (10) percent increase over regular hourly rate of pay. The Municipal Worker Unit members who are required to work overtime shall be approved by the Superintendent or his designated agent, and will be compensated for such overtime work at the rate of time and one-half of the normal hourly rate of pay of said employee. Such overtime work shall be documented by an appropriate "overtime slip" and shall be subject to the approval of the Superintendent or his designee.

Section 2. Overtime is herewith defined as the work performed by an employee of the Unit exceeding forty (40) hours in any one week, or when said employee of the Unit is recalled to work on his or her day off. When a Water Plant employee is to work on Sunday, he shall have the preceding Friday and Saturday off so that all employees have two (2) consecutive days off.

Section 3. In the event an employee is called in to duty other than his normal assignment, he shall be paid overtime for all time worked during such period but in no such case shall he be paid for less than two (2) hours irrespective of actual time worked.

Section 4. Employees may elect to receive compensation for overtime employment either monetarily or by receiving compensating time off. Compensation for overtime shall be paid an employee, other than police dispatchers, on the next date on which a regular payroll is made by the proper authority.

Section 5. Overtime shall be on a round robin seniority basis in title assignment, based on ability to perform the duties so that each employee is afforded an opportunity to receive overtime work.

Section 6. There shall be one fifteen (15) minute coffee break for all employees in the morning and there shall be one fifteen (15) minute coffee break for all employees in the afternoon.

Section 10. Employees, shall receive meal money when required to work overtime if overtime continues two (2) hours beyond regular working period, and when the employee is performing snow plowing or salting assignment. If the employee is on an overtime basis, the employee shall be entitled to payment for meals if overtime work continues beyond the regular working period. Furthermore, an employee shall receive additional payment for such meals for each six hours overtime performed thereafter. The meal payment shall be in the sum of five dollars (\$5.00) per meal.

ARTICLE 15  
LONGEVITY

Section 1. In addition to the salaries and compensation herein and above provided, all regular employees shall receive annual longevity pay as follows:

- A. On completion of five (5) years or more service, an employee will receive three (3) percent of his annual base salary.
- B. On completion of ten (10) years of service, an employee will receive four (4%) percent of his annual base salary.
- C. On completion of fifteen (15) years or more service, an employee will receive five (5) per cent of his annual base salary.
- D. On completion of twenty (20) years or more service, an employee will receive six (6%) per cent of his annual base salary.

Section 2. At the option of the employee, longevity may be paid in one lump sum during the first payroll of December or longevity payments may be pro rated and included in each bi-weekly payroll check.

ARTICLE 16  
HOSPITALIZATION & DENTAL PLAN

Section 1. The medical insurance maintained as of the date of this Agreement shall continue for all employees and their dependents as presently provided and paid for by the Borough. The Borough reserves the right to change insurance carriers, provided however, that the insurance coverage shall remain at least equivalent to the present coverage.

Section 2. The employees of the unit shall receive a fully paid Blue Cross Preferred Dental Plan, Schedule G, with 0 (zero) deductible and all coverage shall include the employees and their dependents.

Section 3. Effective October 1, 1986 all members of the Unit shall be enrolled in a prescription drug coverage plan which presently covers all other Borough Employees. Effective 1/1/89 this benefit shall be increased to full family coverage.

ARTICLE 17

PREVIOUS FRINGE BENEFIT

Section 1. It is agreed that any benefits presently received by the employees of the Unit, which are not included in this contract, shall continue provided however, that any benefit not included in this contract and which subsequently is claimed as a benefit under this agreement will not be considered a valid benefit of employment if the previous fringe benefit and the precedent it established transpired more than two (2) years prior to the effective date of this agreement.

ARTICLE 18  
WORK CLOTHES

Section 1. Employees shall receive a clothing allowance of five hundred and thirty dollars (\$530.00) for the duration of the agreement payable in the first pay period in January, the clothing purchases of employees shall meet the standards as promulgated by the Borough and it shall be the responsibility of each employee to maintain said equipment.

Section 2. Commencing as of January 1, 1989, the clothing allowances paid under Section 1 of this Article shall be allowed only for actual expenditures made for the purpose of replacing clothing or uniforms used in the performance of the employee's duties. All bills and receipts with respect to purchases of clothing shall be delivered to the Superintendent of Public Works within ten (10) days after such purchase. An employee may be reimbursed (or a vendor paid) for an amount not to exceed the clothing allowance set forth in Sections 1 and 2 above.

ARTICLE 19  
JURY DUTY

Employees shall receive full salary while serving on Jury in exchange for assignment to the Borough of the Jury Duty compensation.

ARTICLE 20  
NO STRIKE, ETC.

Neither the Association nor any officers, agents or employees will instigate, promote sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Borough of Manasquan, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article, may be discharged or otherwise disciplined by the Borough pursuant to the Rules and Regulations of the Civil Service Commission any State Statute applicable thereto.

ARTICLE 21  
SEVERABILITY AND SAVINGS

If any provisions of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed to be valid, except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

## ARTICLE 22

Section 1. Each employee covered under this agreement shall be entitled to five (5) personal days annually. Furthermore, personal days are defined as the taking of a day off by any employee for any personal reasons, which in the opinion of the employee is sufficient reason for the taking of said time off. The time off shall be with full pay. All requests for personal days shall be made to the Superintendent of Public Works with a minimum of 48 hours notice under normal conditions. The request shall be granted or denied within two (2) days of said request. A review of any denial shall be by the Chairmen of the Public Works & Personnel Committees within three (3) days of the original request. A copy of said request must be given by the employee to the Deputy Borough Clerk.

Section 2. For each death which occurs in an employee's immediate family, he/she shall receive up to three (3) consecutive leave without loss of pay provided that one of those days is the day of the funeral. Immediate family is defined to include spouse, children, parents, grandparents, brothers, sisters, and spouse's parents. A copy of the request for Personal Leave must be given by the employee to the Deputy Borough Clerk.

## ARTICLE 23 SICK LEAVE

Section 1. Sick Leave shall accumulate at the rate of one and one quarter (1-1/4) days per month in the first year of service, commencing in the first month from date of hire, and shall accumulate year to year.

Section 2. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of sick days shall be pro rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more sick leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess sick leave, and same shall be deducted from final pay.

Section 3. An employee who has been on sick leave for five (5) or more consecutive days will be required to submit acceptable medical evidence substantiating his or her absence. An employee who has been absent from work due to illness five (5) or more days in any thirty (30) working days shall also be required to submit medical evidence substantiating his or her absence from work. The immediate supervisor of the employee may direct that employee obtain a doctor's note verifying the employee's previous illness and stating that the employee is now fit to return to work and carry out his or her normal functions during the normal work schedule. The Borough may require an employee to undergo a medical examination to verify this determination. In such event, the Borough shall pay the cost of the examination provided that the Borough selects the physician and that the employee is declared medically sound and able to resume his or her normal job function during the normal work schedule.

Section 4. Written notice shall be given each employee annually, on or about January 15th of each year, showing the number of sick days accumulated. A sick leave report must be given to the Deputy Borough Clerk after the leave has been taken by the employee.

## ARTICLE 24

## VACATIONS

Section 1. An employee shall be entitled to select his vacation according to the length of his employment whenever possible and practical considering the needs of the Borough as stated aforesaid. Vacation schedules shall be the same as enjoyed by the Police Unit Agreement.

Section 2. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be pro rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation days and same shall be deducted from final pay.

Section 3. Vacation time shall be taken within the year in which it is accrued but may be carried over into the next calendar year with Borough approval.

Section 4. Written notice shall be given each employee annually, on or about January 15 of each year, showing vacation days accumulated.

Section 5. An employee shall be entitled to a vacation in accordance with the following schedule:

- A. One year of service through four years-twelve (12) working days.
- B. Fifth year through ninth year of service-fifteen (15) working day.
- C. Tenth year through fourteenth year of service-eighteen (18) working day.
- D. Fifteenth year through nineteenth year of service-twenty-one (21) working days.
- E. From twenty years of service and over-twenty-four (24) working day.
- F. After 24 years of service-28 working days.

Section 6. A written copy of the vacation request must be given to the Deputy Borough Clerk.

## ARTICLE 25 NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree that negotiations of any successor agreement shall commence not later than ninety (90) days prior to the expiration of the date of this Agreement. Either the Borough or the Association may request the other party commence negotiations at an earlier date to be mutually agreed upon by the parties.

This agreement may be extended beyond its termination date upon mutual

agreement by the parties.

The above parties, the Borough of Manasquan and the Manasquan Municipal Employees Association agree to the below specified terms and conditions modifying the recently concluded collective agreement expired on June 31, 1990 and subject only to the respective ratification of each of the above named Unit constituents hereby agree to the following terms effective July 1st, 1990 and retro-active to January 1st, 1990 and January 1st 1991 to December 31st 1991 the agreed upon terms and conditions of Employment.

1. All members of the Unit shall receive a base salary adjustment of Seven (7%) percent which shall be inclusive of the adjustment received effective 01/01/90 to 07/31/90 for the remainder of 1990 and retroactive to January 1st 1990.

2. Effective 01/01/91, the base salary of all unit members either classified or on guide shall be increased by an additional seven (7%) across the board increase per step or classification.

The parties agree to recommend to their respective membership the acceptance of the above terms and conditions of employment.

The Borough of Manasquan

John L. Winterstella, Mayor

Margaret M. Monsell ATTEST

Margaret M. Monsell, Municipal Clerk

Terance Keilleher, Councilman

For Manasquan Municipal Employees Association

John V. Keyton  
Edward Hill ATTEST

DATED SEPTEMBER 29TH, 1990